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**SETTLEMENT AGREEMENT
FOR RECOVERY OF PAST AND FUTURE RESPONSE COSTS**

RECORDING CLERK
EPA REGION III, PHILA. PA

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	FOR RECOVERY OF PAST AND
DUPONT-NEWPORT SUPERFUND SITE)	FUTURE RESPONSE COSTS
Newport, New Castle County, Delaware)	
)	
E.I. du Pont de Nemours and Company)	
and BASF Corporation)	U.S. EPA Region III
)	Docket No. CERC-03-2013-0003CR
)	
SETTLING PARTIES)	PROCEEDING UNDER SECTION
)	122(h)(1) OF CERCLA
)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Settlement Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D and redelegated to the Director of Hazardous Site Cleanup Division for Region III. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Deputy Section Chief of the United States Department of Justice, Environmental Enforcement Section.

2. This Settlement Agreement is made and entered into by EPA, and E.I. du Pont de Nemours and Company and BASF Corporation ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the DuPont-Newport Superfund Site ("Site") located in Newport, New Castle County, Delaware. The Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. The Site, which was owned and operated at various times by the Settling Parties, includes, *inter alia*, a paint pigment plant, a former chromium dioxide plant and two unlined industrial landfills. Because of heavy metals and volatile organic compounds contamination to the property and its groundwater, the Site was identified in the early 1980s as a potential threat to human health and was placed on the National Priorities List in 1990. Pursuant to an Administrative Order on Consent, the Settling Parties conducted a Remedial Investigation/Feasibility Study at the Site. Based on those findings, in August 1993, EPA issued a Record of Decision ("ROD") for the cleanup of the Site. In 1994, EPA issued a Unilateral Administrative Order ("UAO") to DuPont and BASF Corporation's predecessor, Ciba-Geigy Corporation, to remediate the Site through implementation of the ROD, subject to EPA oversight. Through the course of that implementation, EPA agreed to modify certain aspects of the ROD through Explanations of Significant Differences. EPA continues to oversee the remedial measures at the Site.

5. EPA has incurred and continues to incur response costs at or in connection with the Site.

6. Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred or to be incurred at or in connection with the Site. Pursuant to the October 4, 2004 Stipulation and Final Order of the U.S. District Court for the District of Delaware in *United States v. E.I. DuPont de Nemours*, C.A. 02-1469-SLR, the Settling Parties paid to the United States: \$499,803.81 for past costs through December 31, 2002, excluding remedial design and remedial action oversight costs and litigation costs; \$44,824.86 for litigation costs through December 31, 2002; \$64,654.49 for litigation costs for the period January 1, 2003 through December 31, 2003; and \$55,691.30 in prejudgment interest. Furthermore, pursuant to the Stipulation and Final Order, the Settling Defendants are liable to the United States for future response costs incurred in connection with the Site under 42 U.S.C. § 9613(g)(2).

7. On December 22, 2005, the United States Court of Appeals for the Third Circuit overruled *U.S. v. Rohm & Haas Co.*, reversed the order of the District Court with respect to EPA's remedial design and remedial action oversight costs, and remanded for entry of judgment in favor of the United States. *United States v. E.I. DuPont de Nemours*, 432 F.3d 161 (3d Cir. 2005). Final Judgment pursuant to that decision was entered by the District Court on March 1, 2006. Settling Parties paid the United States the sum of \$1,394,796.94 for the United States' Remedial Design and Remedial Action Oversight Costs, plus interest, as set forth in the March 2006 Judgment. Pursuant to EPA's demand of February 29, 2008, the Settling Parties subsequently made payment to EPA in the amount of \$217,213.46 for the United States' response costs paid at or in connection with the Site from January 1, 2003 through November 7, 2006, which payment was received on October 11, 2011.

8. The purpose of this Settlement Agreement is to memorialize Settling Parties' agreement to pay Past Response Costs and to pay Future Response Costs, as defined herein. The UAO, as amended, remains in full force and effect.

III. PARTIES BOUND

9. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to any transfer of assets of real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

10. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601 *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States has incurred or will incur in connection with the Site after September 30, 2011. Future Response Costs shall also include all costs incurred prior to September 30, 2011, but paid after that date.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

h. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

i. "Parties" shall mean EPA and the Settling Parties.

j. "Past Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site from November 8, 2006 through September 30, 2011.

k. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

l. "Settlement Agreement" shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

m. "Settling Parties" shall mean E.I. du Pont de Nemours and BASF Corporation (formerly Ciba-Geigy Corporation).

n. "Site" shall mean the DuPont-Newport Superfund Site, encompassing approximately 120 acres, located in Newport, New Castle County, Delaware, and generally shown on the map included in Appendix A.

o. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

V. PAYMENT OF RESPONSE COSTS

11. Payment for Past Response Costs

a. Within 30 days of the Effective Date, Settling Parties shall pay to EPA \$178,646.09 in payment for Past Response Costs. Payment shall be made to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York New York 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference the EPA Region and Site/Spill ID Number 03P2 and the EPA docket number for this action.

b. At the time of payment, Settling Parties shall send notice that payment has been made to:

Barbara Borden
U.S. Environmental Protection Agency, Region III
Financial Management Division-Accounts Receivable (3PM30)
1650 Arch Street
Philadelphia, Pennsylvania 19103

and to:

Lydia Guy (3RC00)
Docket Clerk
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103

and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

U.S. Environmental Protection Agency
Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the Site/Spill ID Number 03P2 and EPA docket number for this action.

c. The total amount to be paid pursuant to Paragraph 11.a. by Settling Parties shall be deposited by EPA in the DuPont-Newport Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

12. Payments for Future Response Costs.

a. Settling Parties shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Settling Parties a bill requiring payment that includes a cost summary, setting forth direct and indirect costs incurred by the United States and its contractors. Settling Parties shall make all payments within 60 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 14 of this Settlement Agreement.

b. Settling Parties shall make all payments required by this Paragraph to EPA by Fedwire Electronic Funds Transfer to:

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York New York 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

c. At the time of payment, Settling Parties shall send notice that payment has been made to:

Barbara Borden

U.S. Environmental Protection Agency, Region III

Financial Management Division-Accounts Receivable (3PM30)

1650 Arch Street

Philadelphia, Pennsylvania 19103

and to:

Lydia Guy (3RC00)

Docket Clerk

U.S. Environmental Protection Agency, Region III

1650 Arch Street

Philadelphia, Pennsylvania 19103

and to the EPA Cincinnati Finance Office by email to acctsreceivable.cinwd@epa.gov, or by mail to:

U.S. Environmental Protection Agency

Cincinnati Finance Office

26 Martin Luther King Drive

Cincinnati, Ohio 45268

Such notice shall reference the Site/Spill ID Number 03P2 and EPA docket number for this action.

d. The total amount to be paid by Settling Parties pursuant to Paragraph 12.a. shall be deposited by EPA in the Dupont-Newport Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

13. In the event that the payment for Past Response Costs is not made within 30 days of the Effective Date, or the payments for Future Response Costs are not made within 60 days of Settling Parties' receipt of a bill, Settling Parties shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this

Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Settling Parties' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section VII.

14. Settling Parties may contest payment of any Future Response Costs billed under Paragraph 12.a. if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. Such objection shall be made in writing within 60 days of receipt of the bill and must be sent to the Remedial Project Manager ("RPM"):

Anthony Iacobone
U.S. Environmental Protection Agency, Region III
1650 Arch Street (3HS 23)
Philadelphia, Pennsylvania 19130

Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Settling Parties shall within the 60-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 12. Settling Parties shall initiate the dispute resolution procedures in Section VI (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Settling Parties shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 12. If Settling Parties prevail concerning any aspect of the contested costs, Settling Parties shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 12. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section VI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Settling Parties' obligation to reimburse EPA for its Future Response Costs.

VI. DISPUTE RESOLUTION

15. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

16. If Settling Parties object to any EPA billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within 60 days of receipt of such billing, unless the objection(s) has/have been resolved informally. EPA and Settling Parties shall have twenty (20) days from EPA's receipt of Settling Parties' written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

17. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this

Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, the Director of the Hazardous Site Cleanup Division, EPA Region III, will issue a written decision on the dispute to Settling Parties. If Settling Parties disagree with the EPA's written decision on the dispute, they may request reconsideration of the decision within 10 days of issuance of the decision. Any request for reconsideration shall be in writing and shall include a detailed explanation of the reasons that Settling Parties believe the decision to be in error. The Director of the Hazardous Site Cleanup Division, EPA Region III, will issue a written decision on the request for reconsideration to Settling Parties. EPA's decision, whether initial or upon reconsideration as the case may be, shall be incorporated into and become an enforceable part of this Settlement Agreement. Settling Parties' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Settling Parties shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

VII. STIPULATED PENALTIES

18. If any amounts due to EPA under Paragraphs 11 and 12 are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 13, \$1,000 per day for each day that payment is late.

19. Stipulated penalties are due and payable within 60 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Section shall be paid by official bank check made payable to "EPA Hazardous Substances Superfund," shall indicate that the payment is for stipulated penalties, shall reference the EPA Region and Site/Spill ID Number 03P2, the EPA Docket Number and the name and address of the party(ies) making payment, and shall be mailed to:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, Missouri 63197

a. At the time of payment, Settling Parties shall send notice that payment has been made to:

Barbara Borden
U.S. Environmental Protection Agency Region III
Financial Management Division-Accounts Receivable (3PM30)
1650 Arch Street
Philadelphia, Pennsylvania 19103

and to:

Lydia Guy (3RC00)
Docket Clerk
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103

and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

U.S. Environmental Protection Agency
Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the Site/Spill ID Number 03P2 and EPA docket number for this action.

b. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

20. In addition to the Interest and Stipulated Penalty payments required by this Settlement Agreement and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

21. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the failure of a Settling Party to make the payments required under this Settlement Agreement, the remaining Settling Party shall be responsible for such payments.

22. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

VIII. COVENANT NOT TO SUE BY EPA

23. Covenant Not to Sue by EPA. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs and Future Response Costs. This covenant shall take effect upon receipt by EPA of all amounts required by Paragraph 11 (Payment for Past Response Costs) and any Interest or Stipulated Penalties due thereon under Paragraph 13 or Section VII (Stipulated Penalties). This

covenant not to sue is conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Paragraph 12. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

24. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 23. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs or Future Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

25. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

X. COVENANT NOT TO SUE BY SETTling PARTIES

26. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, Future Response Costs and this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs or Future Response Costs have been or will be incurred, including any claim under the United States Constitution, the Constitution of the State of Delaware, the Tucker Act, 28 U.S.C.

§ 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law, relating to Past Response Costs and Future Response Costs.

27. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

28. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

29. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that each Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs and Future Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Past Response Costs and Future Response Costs.

30. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief

relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue by EPA set forth in Section VIII.

XII. NOTICES AND SUBMISSIONS

32. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

As to EPA:

Mary E. Rugala, Esq.
U.S. Environmental Protection Agency, Region III
Office of Regional Counsel (3RC42)
1650 Arch Street
Philadelphia, Pennsylvania 19103

Barbara Borden
U.S. Environmental Protection Agency, Region III
Financial Management Division-Accounts Receivable (3PM30)
1650 Arch Street
Philadelphia, Pennsylvania 19103

Lydia Guy (3RC00)
Docket Clerk
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103

As to Settling Parties:

E.I. du Pont de Nemours and Company
Stephen Rahaim, Esq.
DuPont Legal, D-7009
1007 Market Street
Wilmington, Delaware 19898

BASF Corporation
Nan Bernardo, Esq.
100 Campus Drive
Florham Park, New Jersey 07932

XIII. INTEGRATION/APPENDICES

33. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement: "Appendix A" is a map of the Site.

XIV. PUBLIC COMMENT


34. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper or inadequate.


XV. EFFECTIVE DATE

35. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 34 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

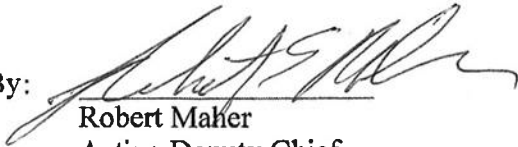
IT IS SO AGREED:

U.S. Environmental Protection Agency

By: 
Ronald J. Borsellino, Director
Hazardous Site Cleanup Division


Date

U.S. Department of Justice

By: 

Robert Maher
Acting Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date

By: _____

Mark Elmer
Trial Attorney
U.S. Department of Justice
Environmental Enforcement Section
Environment and Natural Resources Division
999 18th Street
South Terrace, Suite 370
Denver, CO 80202

Date

U.S. Department of Justice

By: 

Robert Maher
Acting Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

Date

By: 

Mark Elmer
Trial Attorney
U.S. Department of Justice
Environmental Enforcement Section
Environment and Natural Resources Division
999 18th Street
South Terrace, Suite 370
Denver, CO 80202

12/21/12
Date

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket number, relating to the DuPont-Newport Superfund Site, Newport, New Castle County, Delaware

FOR SETTLING PARTY: E.I. du Pont de Nemours and Company

Tom A. Ei
[Signature]

10-2-2012
Date

Please type the following:

Name: TOM A. Ei

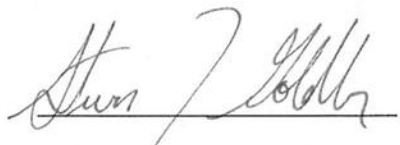
Title: Remediation Team Manager

Address: DuPont Corporate Remediation Group
974 Centre Road/Bldg 715
P.O. Box 2915
Wilmington DE 19805

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of U.S. EPA docket number, relating to the DuPont-Newport Superfund Site, Newport, New Castle County, Delaware

FOR SETTLING PARTY:

BASF Corporation



[Signature]

October 4, 2012

Date

Please type the following:

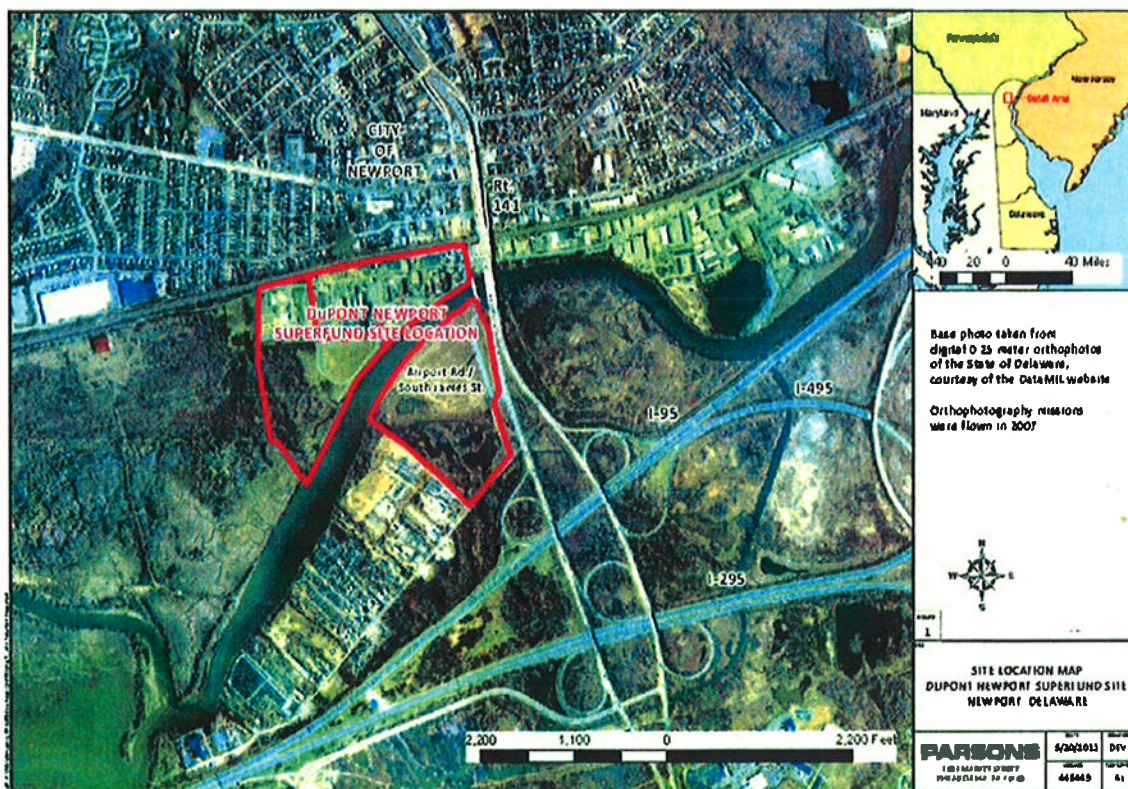
Name: Steven J. Goldberg

Title: Vice President & Associate General Counsel

Address: BASF Corporation

100 Park Avenue

Florham Park, NJ 07932



APPENDIX A

DUPONT-NEWPORT SITE MAP